

Muscatine CSD

AFSCME Council 61 (Bus Drivers)

7/1/2005 6/30/2007

AGREEMENT

Between

Muscatine Schools

And

Local 1560, Council 61, American Federation of  
State, County, and Municipal Employees, AFL-CIO

Bus Drivers

July 1, 2005 - June 30, 2007

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## AGREEMENT

Between

Muscatine Schools

and

Local 1560, Council 61, American Federation of  
State, County, and Municipal Employees, AFL-CIO

Bus Drivers

## PREAMBLE

This agreement entered into by Muscatine Schools, herein-after referred to as the Employer, and Local 1560, Council 61, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment required by law.

## ARTICLE I - RECOGNITION

### Section 1. Bargaining Unit

The Employer recognized the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, hours, and other conditions of employment as outlined in Chapter 20 of the Code of Iowa for all of its employees as certified by the Public Employment Relations Board. Substitute bus drivers shall be included in the bargaining unit.

### Section 2. Dues Checkoff and Bargaining Unit Employee Information

The Employer agrees to deduct the union membership dues from the checks of employees who individually request in writing that such deductions be made, beginning on the date of such employee election. The amounts and the methods to be deducted shall be certified in writing to the Employer by the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer five working days after such deductions are made. The employee's signature must appear on the authorization form for payroll deduction in order for it to be effective.

Such orders shall be terminable, with written notice to the Employer and the Union during a two (2) week period following the employee's seniority date. The Employer agrees not to hold requests to terminate authorization for payroll dues deduction. Such deductions shall cease within sixty (60) calendar days from receipt of the Employee's notice to terminate dues deduction.

No other employee organization shall be granted a payroll deduction of dues for employees covered by this agreement.

The Employer shall submit to the Union with each remittance of deductions, a list of all employees having such deductions. On a monthly basis, and at no cost to the Union, the Employer shall provide the Union with a computer disk, which, in a format agreeable to both parties, shows the bargaining unit employee's name, social security number, home address, payroll number and any other information mutually agreed to. Upon request the employer shall advise the designated union representative of any changes in the membership or in the hourly work status of the bargaining unit or its incumbents.

The Employer shall advise the designated local Union representative, in writing, of the names, social security numbers, classifications, and addresses of all employees added to the bargaining unit and the names of the employees removed from the bargaining unit each payroll period. When no such personnel transactions occur between payroll periods, the Employer shall so state. The Union shall file the names of designated representatives for this purpose with the personnel office. The bi-weekly list shall be transmitted no later than one week following the end of each payroll period.

## **ARTICLE II - MANAGEMENT RIGHTS**

Except where specifically limited by the express language of this agreement, the District retains the sole and exclusive right and discretion to operate the schools in the manner it deems advisable. The exercise of such rights and discretion shall not be subject to any grievance procedure.

In addition to those provided by law, management rights include, but are not intended by either of the parties to be limited to, the following:

1. The right to determine school policies.
2. The right to assign work, working hours, and overtime. Non-bargaining unit employees, except for the Supervisor of Transportation, shall not be assigned to perform bargaining unit work except in cases of emergency or for instruction.
3. The right to establish, modify, and/or change work schedules.
4. The right to establish methods, processes, and machinery and equipment to be used.
5. The right to direct the employees, including the right to hire, promote, demote, layoff, and suspend.
6. The right to discipline and discharge for just cause.
7. The right to organize and reorganize the working force and the content of jobs.
8. The right to establish, amend, or delete job classifications and related pay grades as needs arise.
9. The right to establish safety, health, and security rules and measures.
10. The right to establish, modify, and enforce rules.
11. The right to introduce new or different methods and techniques of operation and the right to change or eliminate existing methods and techniques.
12. The right to subcontract work so long as no subcontract is for the purpose of replacing existing bargaining unit employees, unless the District economically must do so. In the latter event, the District shall first meet with the Union to discuss alternative methods for making continuation of the bargaining unit economically feasible.
13. The right to determine the supervisory force.
14. The right to transfer employees or to transfer work from certain employees to others.
15. The right to curtail operations in whole or in part.
16. The right to assign bargaining unit work to non-bargaining unit employees when necessary for the efficient operation of the District.
17. The right to take any and all measures for the orderly, efficient and economical operation of the School District, except as otherwise limited by this agreement.
18. The right to control the use of District property.
19. The right to determine the course and future of the schools.
20. The right to determine staffing levels in all job classifications.



## ARTICLE III - DISCIPLINE AND DISCHARGE

### Section 1. Discipline

Disciplinary action or measures shall be progressive, when applicable, and shall include only the following:

- oral reprimand
- written reprimand
- suspension (notice to be given in writing)
- discharge (notice to be given in writing)

Disciplinary action may only be imposed on an employee for just cause.

### Section 2. Redemption

Employees with good overall disciplinary records may redeem their employment offense by completing a year of satisfactory employment between offenses; i.e., an individual was given an oral warning on September 16, 1978, first offense. On November 8, 1978, the employee incurred a written warning for the second offense. The individual completed a satisfactory year of employment without additional warning and would, on November 8, 1979, be in the status of oral warning. Without additional offenses, the individual would have a clean slate on November 8, 1980. This policy does not apply to employees who have experienced continuing disciplinary problems.

### Section 3. Notification of Discipline

The Union shall be sent a copy of all disciplinary notices (or notice of an oral reprimand) within three working days following the discipline.

## ARTICLE IV - GRIEVANCE AND ARBITRATION PROCEDURE

### Section 1. Rights Grievance and Arbitration Procedure

Any written, alleged violation of an express provision of this contract, including the application, meaning, or interpretation of an express provision of this agreement, shall be settled in the following manner:

Step I. The employee shall first discuss the matter with her/his immediate supervisor. The employee may elect to have the Union steward present if (s)he wishes.

Step II. The Union steward, with the employee, shall take up the grievance or dispute with the employee's immediate supervisor (Transportation Supervisor) within ten (10) days of the date of the grievance or the date the employee should have learned of its occurrence. The immediate supervisor shall attempt to adjust the matter and shall respond to the steward within three (3) work days. A list of supervisors to whom grievances should be directed will be provided to the Union.

Step III. The Union with the employee may appeal the grievance by filing a written statement of the grievance to the Superintendent's designee (Director of Human Resources) within five (5) workdays. (S)he shall schedule a meeting and respond in writing within five (5) workdays.

Step IV. If dissatisfied with the Step III answer, the grievance may be appealed within five (5) workdays to the Superintendent. The Superintendent shall schedule a meeting within ten (10) work days with the Union steward, the Council representative, and the employee in an attempt to settle the dispute. The Superintendent shall respond in writing within five (5) work days. The Board, at its discretion, may elect to sit with the Superintendent and hear the grievance at Step IV. A copy of the answer shall be sent to the grievant, the Union Steward, and the AFSCME/Council 61 Representative.

Step V. If the grievance still remains unadjusted, the Union or the District may appeal the grievance to arbitration by serving written notice to the Board of Education or the Union, as the case may be, within the ten (10) work days of receipt of the Step III answer.

The employer shall provide to the Union president a list identifying the names of each Step I and Step II supervisor.

If the parties mutually agree, the grievance may be processed during the steward's working hours, in which case the steward shall be paid for such time.

Grievances initiated as a result of discharge or suspension shall be filed initially at Step III of the grievance procedure.

Arbitration proceedings shall be conducted by an arbitrator selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the Public Employment Relations Board shall be requested by either or both parties to provide a panel of five arbitrators. Both the Employer and the Union shall have the right to strike two complete panels and to strike two names from the third panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process shall be repeated and the remaining person shall be the arbitrator.

Only the cost of the arbitrator and expenses of the hearing shall be shared equally by the parties; the costs of transcripts shall be borne by the requesting party without having to furnish a copy to the other party unless the parties mutually agree to share the entire cost.

If the grievance is not appealed by the initiating party to the next step of the grievance procedure within the prescribed time limits, it shall be settled on the basis of the answer provided.

The Union shall be allowed to file group format grievances.

## Section 2. Interest Arbitration Procedure

If the parties should fail to reach agreement on any mandatory item in the negotiations, the Public Employment Relations Board shall be requested to provide a mediator for the dispute. It shall be the mediator's function to bring the parties together to effectuate a settlement of the dispute, but the mediator may not compel the parties to agree.

If the impasse persists ten days after the mediator conducts the first mediation session, the impasse shall go to arbitration.

If the parties cannot mutually agree on an individual to arbitrate the impasse, the Public Employment Relations Board shall be requested to furnish a list of five (5) arbitrators. Each party shall have the right to reject two lists. The Employer and the Union shall alternately strike names from the first, second, or third list, as the case may be, until one remains, and that person shall be the arbiter. The first strike shall be by the Union.

The decision of the arbiter shall be final and binding on both parties to the extent required by law. The arbiter shall be requested to furnish such decision not later than fifteen (15) days after the beginning of the proceedings.

## ARTICLE V - SENIORITY

### Section 1. Definition

Employees hired prior to January 1, 1988 shall have seniority dates established as agreed upon by the parties. Effective January 1, 1988, seniority shall be established as follows:

Seniority means an employee's length of continuous service with the Employer since last date of hire in either a regular or substitute driver position. Should a substitute driver become a regular driver, her/his seniority date, as a regular driver, except for pay purposes, shall be the date (s)he begins the regular route. Such employees retain their substitute driver seniority date if they return to substitute driver status. Substitute drivers will be terminated and lose their seniority status, among other reasons for failure to supply to the District by the first pupil day of the school year, the required license to drive.

Effective July 1, 1991, in the event that two or more employees hired after that date have the same seniority date, greater seniority shall be established by hire date as a substitute driver. Should substitute hire date be the same, then greater seniority shall be determined by alphabetical order (with the employee having a last name as of substitute hire date closest to the letter "A" being deemed to have the greatest seniority).

### Section 2. Probation Period

New regular and substitute route drivers shall immediately be subject to the agreement and shall serve a probationary period of ninety (90) school days. New employees on probation shall be entitled to file grievances, but the discipline and discharge of probationary employees shall not be subject to the grievance procedure.

Prior to initial employment, the employee is required to provide a statement of physical fitness from a physician and a Mantoux test. The district will reimburse the employee, up to \$75 in FY-06 and thereafter when a receipt is presented for payment.

Other pre-employment fitness to perform examinations may be required. Such examinations shall be specific to actual job requirements and essential functions of the job for which the applicant has applied and if required shall be paid in full by the district. Failure to meet the standardized medically valid criteria specific to the job requirements of the specific job for which the applicant has applied shall be valid grounds not to hire. However, the Americans with Disability Act (ADA) requirements for reasonable accommodations shall remain in force.

### Section 3. Seniority Lists

A seniority list by classification and hire date shall be posted quarterly (on or before January 8, April 8, July 8 and October 8). The list shall be considered correct unless the Union or the affected employee(s) challenge the accuracy of the list by contacting the human resource department and state the error(s).

### Section 4. Breaks in Continuous Service

A regular driver's continuous service will be broken by separation from employment for any reason subject to recall rights after layoff. A substitute driver's continuous service will be broken by separation from employment for any reason. Continuous service shall include the length of recall rights after layoff.

Drivers who leave Bus Driver Bargaining Unit District Employment to take a position elsewhere with the District shall retain their substitute driver seniority (if applicable) in the event the employee returns to Bus Driver Bargaining Unit District Employment within three years.

The employee shall lose their seniority and the employment relationship shall be broken and terminated in the following cases:

1. Accepted employee resignation.
2. Upon discharge for cause.
3. Absent three (3) consecutive workdays without employer approval, including failure to return from an approved leave of absence. Approval shall not be unreasonably withheld.
4. Employee retires.

## ARTICLE VI - LAYOFF, BUMPING, AND RECALL

### Section 1. Layoff

In the event it becomes necessary to layoff non-substitute drivers for any reason, drivers will be laid off in the inverse order of their seniority, provided and except that remaining employees must be qualified at the time of layoff to perform work needed by the District within the classifications the employees hold.

### Section 2. Bumping and Recall

When a regular driver is laid off due to a reduction in the work force, the regular driver will be permitted to exercise seniority rights to bump the least senior regular driver whose job(s) (s)he is qualified to perform. Any laid off regular driver shall be placed in a substitute status but shall retain regular route driver status for bidding purposes for sixteen (16) months following layoff (date last worked).

## ARTICLE VII - BIDDING

### Section 1. Timing of Bid Process

#### A. Noon Routes

Each year all noon routes (including all developmental noon routes) shall be bid no earlier than four weeks nor later than two weeks prior to the first day of school.

#### B. Vacated, Consolidated and Newly Created Routes

1. When routes become vacated or are consolidated, they shall be posted within one (1) workday. The posting shall last for three (3) workdays following the procedure set forth in this article. The route shall be bid by the third (3rd) day of the posting. Route times when this occurs will be the route time determined in the previous review period except if the vacancy occurs in either of the 2 review periods, first day of school- 9/30 or 1/1- 1/31. Then driver will receive the route time determined in the previous review period or actual time whichever is greater. If the route has had any addition(s) or deletion(s) since the route time determined in previous review period or the last established time if re-bid since the review period, the employee route time will be a new proposed route time instead of any of the above previously determined route times.

When an employee is on any type of leave and is not scheduled to return to work their position shall be posted for bid pursuant to the procedures within this article.

2. Newly created routes shall be defined as a newly devised route, (not driven by a driver with a current regular route), with fifty percent (50%) or more the same ridership for three (3) consecutive days to establish a proposed time. On the fourth (4th) day this route shall be posted for three (3) days following the procedure set forth in this article. Driver will receive proposed time, except if it occurs in either of the 2 review periods, first day of school-9/30 or 1/1-1/31, then driver will receive proposed time or actual time whichever is greater.
3. Consolidated routes shall be driven for three (3) consecutive days to establish a proposed time and on the fourth (4<sup>th</sup>) days this route shall be posted for three (3) consecutive days following the procedure set forth in this article. A driver who loses a route due to route consolidation or bumping related to route consolidation may bid on routes driven by less senior employees. Driver will receive proposed time except if it occurs in either of the 2 review periods, first day of school-9/30 or 1/1-1/31, then the driver will receive proposed time or actual time whichever is greater.

C. Changed Routes Times

1. All route times shall be bid based upon the student information available to the transportation department at the time of bidding.
2. All bidders shall have access to a route sheet, route directions and a route map prepared by the District based upon information available to the transportation department at the time of bidding.
3. Each summer, prior to the start of school, the District shall determine route approximate times for all routes based upon information available to the transportation department at that time.
4. Route times will be reviewed and revised up through October 1st of each year. Employee route times during this period (AM/PM routes only) shall be actual route times, route times determined in previous review period or current years proposed route times whichever is greater.  
Route times during this period (noon routes only) shall be actual route times or current years proposed route times, whichever is greater.
5. Routes that vary by less than 20 minutes from last February time (or the last established time if the route has been re-bid since last February) to October 1st actual route time shall not be subject to re-bid. Employees shall meet with management by October 1<sup>st</sup> to review route times. New route times for each route shall be established by October 1<sup>st</sup>.
6. Routes that vary by 20 minutes or more from last February time (or the last established time if the route has been rebid since last February) to October 1st actual route time shall be rebid along with only the affected routes. The route times determined in #5 above shall be the times used for bidding purposes. This rebid shall occur between October 1st and October 10th (if any bid is necessary).
7. A designated District agent shall be required to substantiate the time differential.
8. The route time determined in #5 above shall be frozen through January 1st. Route time will be reviewed and revised between January 1st and January 31st each year. By February 1st, routes shall be reviewed with each employee by management. New route times for each route shall be determined by February 1st of each year. Employee route times during this period shall be actual route time or route time determined in previous review period, whichever is greater.
9. Routes that vary by less than 20 minutes from the route time determined in #5 above to February 1st actual route time shall not be subject to rebid.
10. Routes that vary by 20 minutes or more from the route time determined in #5 above to February 1st actual route time shall be rebid along with only the affected routes. The route times determined in #8 above shall be the times used for bidding purposes. This rebid shall occur between February 1st and February 10th (if any rebid is necessary).
11. The route time determined in #8 above shall be frozen through the end of the school year.
12. The parties agree to discuss and develop a reasonable method to expediently resolve out of the ordinary situations that arise due to student(s) being added to route(s).



## Section 2. Determination of Times

- A. Route times shall be reasonably established according to the route length determined in the previous review period, taking into account deviations in driving style, changes in number, location of students, calendar scheduled early dismissal days, common sense and road/weather conditions.
- B. Each driver will be responsible for maintaining the cleanliness of her/his bus and for daily bus maintenance. Daily maintenance time consists of routine duties including sweeping, refueling, warm-up, checking fluids, emptying trash, routine washing, light checks, lens cleaning, window cleaning, wiper blade checks, tire checks, horn checks, and all other items on the current pre-trip inspection sheet.

Employees will be credited with 20 minutes per day to perform the above duties, and this time, which shall be paid at the maintenance rate of pay, shall count for determining eligibility for life, health, and long term disability insurance.

- C. Extra maintenance time consists of non-routine matters such as required conference time, required meetings, authorized route map preparation, contacting parents, extra routine washing, authorized route sheet updating, and any other non-regular job requirements.

Extra maintenance time duties shall be paid at the maintenance rate of pay based upon actual hours worked and shall not count for determining eligibility for life, health, and long term disability insurance.

- D. All summer school routes shall be bid separately each year pursuant to steps in Article 3, Section 3, below.

## Section 3. Bid Process

- A. Route information will be posted for three days as set forth in this article and the District shall notify each bus driver three days in advance through regular mail of the time, date, and place of the bidding.
- B. Drivers will bid according to seniority.
- C. Employees may bid by proxy or may have other drivers bid for them.
- D. Employees may be allowed a maximum of ten (10) minutes to bid a route.
- E. Should no regular driver bid, substitute drivers may bid.
- F. Each route, including preschool handicapped routes, will be bid individually. The parts are:
  - 1. morning and night route combination;
  - 2. noon routeThese parts will each be defined as a route.

## Section 4. Route Sheets and Maps

The District shall require each driver to submit a route sheet and map on or about the 15th of each month. The route sheet and map shall include all stops, times, and student names.

## ARTICLE VIII - HOURS OF WORK AND OVERTIME

### Section 1. Work Day

The number of hours per work day shall be determined by the established route time, activity trip time, daily maintenance time, extra maintenance time, and inservice training time, if applicable.

### Section 2. Work Week

The work week shall begin at 12:01 a.m. Sunday and end at midnight Saturday night. Employees shall be paid at the overtime rate of time and one half for all hours over forty hours in a work week. Overtime pay will be based upon the work that falls outside normally scheduled work duties.

### Section 3. Leave Pay

Computation of pay for paid leaves shall include route time and daily maintenance time.

### Section 4. Work Year

Each school year regular bargaining unit bus drivers shall be guaranteed a minimum of 179 driving days, 1 mandatory inservice day and 8 paid holidays.

## ARTICLE IX - HOLIDAYS

All employees will be paid for eight (8) holidays, the time paid for a holiday shall be route hours and daily maintenance. These holidays are:

New Year's Day  
Christmas Day  
Thanksgiving Day  
Day after Thanksgiving  
Labor Day  
Memorial Day  
Good Friday  
President's Day

Employees working on a holiday shall receive, in addition to the holiday pay mentioned above, a premium pay of one and one half (1 1/2) times the pay of the driving requirement which gave rise to working on the holiday.

Should any of the above holidays fall on a Saturday, the preceding Friday shall be designated as the holiday. Should any of the above holidays fall on a Sunday, the Monday following shall be designated as the holiday.

## ARTICLE X - WAGES AND FRINGE BENEFITS

### Section 1. Wage Scale

Regular and substitute employees shall be paid in accordance with the wage scale shown below based on the years of service. Sub drivers who work 20 or more days per year will get the rate of pay for a first year driver for any time after the beginning of the 20<sup>th</sup> day. The higher rate remains valid for any continuous year(s) of service.

Substitute drivers accepting and being assigned a regular scheduled route will start at the rate per hour of year 1. For two employees, there exists an agreement which is in exception to the above sentence.

In the event the amount of time between the end of a route or trip and the beginning of another route or trip is less than one hour, then the employee shall be compensated for this time at the rate of pay of the lesser of the two functions.

	<u>Rates of Pay</u>	
<u>Activity Trips</u>	<u>2005-06</u>	<u>2006-07</u>
With Adult Supervision	\$ 8.20	\$ 8.40
Without Adult Supervision	Regular Rate	Regular Rate
<u>Years</u>		
Substitute	\$14.38	\$14.97
1	\$16.54	\$17.13
2	\$16.70	\$17.29
3	\$16.86	\$17.45
4	\$17.03	\$17.62
5	\$17.19	\$17.78
6	\$17.36	\$17.95
7	\$17.53	\$18.12
8	\$17.70	\$18.29
9	\$17.88	\$18.47
10	\$18.05	\$18.64
11	\$18.23	\$18.82
12	\$18.41	\$19.00
13	\$18.59	\$19.18
14	\$18.77	\$19.36
15	\$18.95	\$19.54
<u>Maintenance/Mandated Training</u>	\$ 8.40	\$ 8.70

## Section 2. Longevity

Additional compensation will be paid to an employee based on years of employment with the Muscatine Community School District (and former county/area school employment if those areas have been consolidated into the Muscatine District).

Years 10 – 12.....	\$.10 per hour
Years 13 - 16.....	\$.15 per hour
Years 17 - 19 .....	\$.20 per hour
Years 20 - 24 .....	\$.25 per hour
Years 25 – 29.....	\$.30 per hour
Years 30 +.....	\$.35 per hour

## Section 3. Compensation for Extra Services

### A. Meal Allowance

Drivers shall receive a meal allowance of \$4.00 for 4 or more consecutive hours, \$6.00 for 6 or more consecutive hours and \$12.00 for 12 or more consecutive hours. (Drivers who receive complimentary meals should not put in for the reimbursement.)

### B. Bus Inspection

Drivers will be reimbursed for bus inspections at the extra maintenance rate of pay commencing at the scheduled starting time, with a minimum of one hour.

### C. Overtime

Drivers will be scheduled in such a way to eliminate overtime pay.

### D. Maintenance

Employees shall notify the District if they choose not to perform non-routine washing and non-routine waxing. These tasks shall be available to be bid, subject to section "C" above, on a per vehicle annual basis. Such bids shall be on the basis of seniority of bargaining unit employees. Rate of pay shall be at the extra maintenance rate of pay.

### E. Training

All new and current drivers must be able to meet and maintain qualifications and meet new qualifications, if necessary, by attending periodic District retraining requirements paid for by the District. Employees will be compensated at normal maintenance hourly wage rates while attending required training courses. Employees will be notified in writing of any required training courses or meetings. The District shall continue to pay for and pay employees for attending required training; however, the District is not responsible for paying employees for training related to initial obtainment of a commercial driver's license. The District shall provide training for District drivers on bus driving skills, student discipline, administrative procedures, and other training deemed necessary by the District. Drivers shall be paid at the activity trip rate of pay for time spent in training and driving if they are required to qualify for another route.

The driver is responsible for maintaining their state permit. The District will schedule three (3) hours of state permit training each year. If the driver requires more, or misses the District scheduled permit training, it is the drivers responsibility to inquire about other state permit training courses. The District will post and place into the drivers' district mailboxes a copy of all correspondence received from the state concerning required courses or training.

F. License Fee

The District will reimburse employees for a chauffeur's license and/or a commercial driver's license at \$10.00 per year. The district shall pay the cost of the letter "S" endorsement by dividing the full cost of the endorsement by the life of the license.

G. Jackets

Existing drivers and new drivers upon completion of the first full year and at the beginning of the 5<sup>th</sup>, 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup>, 25<sup>th</sup> and 30<sup>th</sup> full year of employment shall be furnished a jacket, selected at the sole discretion of the District, which shall become the property of the employee. When the District purchases additional jackets, they will offer the drivers the opportunity to purchase another jacket at the District's cost.

H. Overnight stays

When an assigned trip requires an overnight stay, the assigned driver shall be reimbursed for the approved motel/hotel costs and shall receive a stipend of \$50.

The driver who takes such an overnight trip shall be in pay status until released from duty by the group advisor and they shall return to pay status when requested to perform duties by the group advisor.

If an overnight trip interferes with a regular driver's regular driving responsibilities, the driver shall be compensated as if they had driven their regular driving responsibilities in addition to any compensation received while on duty.

Section 4. Vision, Hearing and Medical Exams

The District will pay for vision and hearing exams it requires of the employees administered by a professional of its choice. The District will pay for physical exams it prescribes administered by a physician of its choice. The employee may secure the required physical exam from a physician of their choice and the District shall reimburse the employee not to exceed \$75 in FY-06 and thereafter.

## Section 5. Payroll Information

- A. Employees will be paid twice a month on the 1st and 15th, or the last working day prior to those dates providing the paycheck is not presented for payment prior to the 1st or 15th.
- B. Payroll time cards will be completed and signed by each employee for each pay period. All overtime, deductions, etc., are included with the days worked as follows:

1st of month to 15th of month -- paid on the 1st of the following month

16th of month to 31st of month -- paid on the 15th of the following month

Nine (9) month employees will have their payroll checks delivered to the employee's place of employment during the school year or they may choose to receive it at the Administrative Office. Nine (9) month employees desiring to receive their checks during June, July and August by mail will have their envelope deposited in the US Mail the night prior to the scheduled pay date or they may choose to receive it at the Administrative Office. Twelve (12) month employees will have their check delivered to the employee's building. The business office cannot be responsible for any delays in the delivery by mail if the employee's check is not received the following day.

Employees may elect to have their paychecks submitted by electronic fund transfer to a single bank account at a single bank of their choice. This practice shall be without charge to the employee so long as the cost per transaction does not exceed the cost of a first class postage stamp. Those who choose electronic fund transfer and nine (9) month employees will have their payroll stubs delivered to the employee's place of employment during the school year or they may choose to receive it at the Administrative Office. Twelve (12) month employees will have their payroll stubs delivered to the employees' building. Nine (9) month employees will receive their pay stubs by mail during June, July and August unless they choose to receive them at the Administrative Office. The business office cannot be responsible for any delays in the delivery by mail if the employee's check is not received the following day.

## ARTICLE XI - INSURANCE AND OTHER BENEFITS

### Section 1. Life Insurance

All regular drivers shall receive a \$50,000 District paid life insurance policy which includes accidental death or dismemberment coverage. Employees who qualify for life insurance under the above may elect to purchase additional life insurance coverage under the terms and conditions of the policy.

### Section 2. Health Insurance

- A. Employees working 30 hours or more per week, sum of established route time and daily maintenance time, shall receive single coverage health insurance. There will be a 30 day waiting period for all new employees. The monthly premium will be paid for the summer months when the employee does not have a paycheck. Should the employee have a payroll deduction for the health insurance family plan, such employee will send to the Muscatine Community School District the premium, payable to e.g., XYZ Company, for the months in which the individual does not receive a paycheck. Payment for continuing coverage of the family plan shall be due by the 20th of each month. The health insurance benefits shall remain the same as those in effect on 7-1-05.
- B. The hourly requirement was raised from 20 to 30 hours during the 1974-75 year. The following provisions apply to health insurance.
  - 1. Employment of 30 hours or more per week, sum of established route time and daily maintenance time, for any employee commencing work after July 1, 1975, to qualify for coverage.
  - 2. Employees working a scheduled week of 20 hours or more per week, sum of established route time and daily maintenance time, prior to July 1, 1974, will continue to be covered.
  - 3. Should an employee qualifying for insurance be reduced in hours by the District between February 1st and February 10th of each year to less than:
    - 30 hours or more per week, sum of established route time and daily maintenance time, if employed after July 1, 1975
    - 20 hours or more per week, sum of established route time and daily maintenance time, if employed prior to July 1, 1975said employee will continue to have her/his insurance coverage for the remainder of the fiscal year.



4. Should an employee qualifying for insurance under "A" above request and be granted a reduced work week to less than 30 hours or more per week, sum of established route time and daily maintenance time, insurance coverage will be terminated at the end of the month that the individual begins working the shortened work week.

20 hours, (sum of established route time and daily maintenance time), if covered June 30, 1995."

5. Employees covered June 30, 1995 will continue to be covered unless they fall under a scheduled week of 20 hours, sum of established route time and daily maintenance time.

### Section 3. Long Term Disability Insurance

The District shall pay the cost of long term disability insurance for employees working 30 hours or more per week, sum of established route time and daily maintenance time, which shall provide disabled employees with 70% of their base salary during the term of their disability to age 65. Such payments shall begin 90 calendar days after the commencement of the disability or after an employee has exhausted all unused sick leave benefits, whichever comes later. The provisions of the policy shall be set forth in the insurance document, a copy of which shall be furnished to each covered employee.

### Section 4. Worker's Compensation

The District will provide worker's compensation insurance for employees injured on the job who are unable to work. Individuals injured on the job and qualifying for lost time benefits may not receive sick leave benefits and worker's compensation at the same time.

### Section 5. Social Security (F.I.C.A.)

The Muscatine Community School District will contribute the required amount to the employee's Social Security retirement fund as required by law. (7.65% employee, 7.65% employer, to a maximum of \$89,700 annual salary or as set by federal regulations.)

### Section 6. Iowa Public Employee's Retirement System (I.P.E.R.S.)

The Muscatine Community School District will contribute the required amount to the employee's I.P.E.R.S. retirement fund as required by law. (3.7% employee, 5.75% employer, to a maximum as set by Iowa regulations.)

### Section 7. Benefit qualification

Any regularly scheduled hours that are worked within any MCSD position shall count for purposes of determining benefit eligibility. Qualifications for benefits are subject to the specific unit in which the most hours are worked. Benefits are charged to the unit in which the employee has the most hours.

## ARTICLE XII - LEAVES OF ABSENCE

- A. All leaves are pro-rated if an individual begins work after the normal starting date, e.g. an employee begins work at the end of the first semester and would receive 5 days sick leave until the end of the school year, not 10. A day of leave is considered the individual's normal working day, e.g. a person working 4 hours per day would receive 4 hours sick leave pay and would be reduced 1 sick leave day on his total accumulated balance.
- B. Any and all leave may be taken in increments of 1/2 day; except for school bus drivers who may take them in increments of 1/3 day if they drive three regular routes per day. A person working two (2) positions daily for the district shall treat each position individually and may not use leave in blocks of less than two hours.
- C. An employee shall report their intention to be absent from duty to their immediate supervisor or designee in a manner that is reasonable and acceptable to their immediate supervisor.
- D. The term household, as used in this article, shall mean all persons of whatever ages, whether related or not related, who habitually reside in the same household as a group.
- E. Employees shall be given a written accounting of accumulated leave with each salary payment.
- F. Upon medical verification and request of the employee, (s)he shall be granted a medical leave of absence of up to one hundred eighty (180) calendar days. Upon request by the employee the district may, but need not, grant extensions.
- G. The board agrees to continue to pay all fringe benefits provided by this agreement for the duration of any paid leave.
- H. Return from leaves:

Except as noted elsewhere in this contract. Bus drivers who are on a paid sick leave of absence are entitled to return to the route from which (s)he went on leave from. A driver who takes any other type of leave of absence allowed under this contract are entitled to return to the route from which (s)he went on leave from if the leave is for 90 school days or less. If the leave exceeds 90 school days, the driver may return to any job which is open. If no job is open, the driver shall bump the least senior regular route driver.

An employee returning from a FMLA eligible leave, however, shall be returned to the position from which they left
- I. A person in this unit returning from a paid leave of absence shall be entitled to return to their previous position.

1. Sick Leave:

- A. All employees shall be entitled paid sick leave days on the date of hire and on July 1st of each subsequent year based on the following schedule.

10 days the first year  
11 days the second year  
12 days the third year  
13 days the fourth year  
14 days the fifth year  
15 days the sixth and subsequent years

Unused sick leave shall be accumulated from year to year with a 135 day limit. While no more than 135 days may be accumulated, an employee using the entire allotment because of an extended illness during any one year shall be credited with the sick leave days remaining in the current year to which (s)he would otherwise be entitled. In other words, a person may have earned, accumulated and then use up to 150 days in any one year.

- B. Sick leave shall be defined as the absence of an employee from their regularly assigned duties as a result of the employee's and or employee's immediate household member's illness, injury or disability, and or the serious illness, injury of disability of the employee's mother, father, mother-in-law, or father-in-law, child or grandchild.
- C. Sick leave used as a result of an immediate household member's illness, injury or disability, or the serious illness, injury, or disability of the employee's mother, father, mother-in-law, or father-in-law, child or grandchild will be limited to five (5) days.
- D. A driver may use sick leave for absence due to non-work related illness and accident of the employee, repeat visits to doctor/dentist for professional care due to an illness or accident. Sick leave for routine physical, dental examinations, and care of other family members is not deemed appropriate.

2. Personal Leave:

At the beginning of every school year, each employee shall be credited with three (3) paid days to be used for the employee's personal leave. A personal leave day may be used for any purpose at the discretion of the employee. An employee planning to use a personal leave day(s) shall notify his immediate supervisor or designee at least one day in advance, except in cases of emergency. The employee may be asked to explain the reason for any personal leave when requested for a school day immediately before or after a holiday, weekend, or vacation period, and reasonable restrictions may be imposed on personal leave on such days.

3. Jury and Legal:

Any employee called for jury duty during school hours or who is subpoenaed to appear before any district court shall be provided such time.

4. Bereavement:

Up to five (5) paid working days leave at any one time for the death of the employee's spouse, parent, child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, step-child, step-parent, step-brother, step-sister, or any other member of the employee's immediate household; and up to three (3) days for son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece and nephew, provided the employee attends and/or makes arrangements for such funerals.

Bereavement leave for death of a friend(s) not to exceed more than one full day or two (2) half days per year. In the event of the death of an employee or student in the Muscatine School District, the immediate supervisor of said employee or student shall grant to an appropriate number of employees sufficient time to attend the funeral.

5. Emergency Leave:

Up to three (3) paid days of leave with full pay for emergencies may be granted to employees during each school year.

An emergency is a condition which requires the presence of the employee. The type of absences for which emergency leave may be approved are:

- a. Accident involving his/her property, or the person or property of a member in his/her immediate family (spouse, parent, child, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, grandparent, grandchild of such an emergency nature that the immediate presence of the employee is required during the working day.
- b. Serious or critical illness of a member of the immediate family, as defined above, calling for the services of a physician and of such an emergency nature that the immediate presence of the employee is required during his/her working day.
- c. Other real emergencies, not specified above, which require the presence of the employee.

6. Selective Service Physical:

Employees called for selective service physical examinations shall be excused without loss of pay for such purposes.

7. Association leave:

Drivers elected to any full-time Union office or selected by the Union to do work which takes them from their employment for an extended period of time with the employer shall, at the written request of the Union, be granted an unpaid leave of absence. The leave of absence shall not exceed two (2) years.

8. Professional conferences:

The board agrees to provide, upon written application by the employee and written approval by the superintendent or designee the appropriate expenses for employees who desire to attend professional conferences. Travel, meals, lodging and registration fees shall be deemed appropriate expenses as well as the cost of the substitute needed to relieve the participant.

9. Worker's Compensation Leave:

The district shall provide worker's compensation insurance for employees injured on the job who are unable to work. Individuals injured on the job and qualifying for lost time benefits may not receive sick leave benefits and worker's compensation benefits at the same time.

If a work related injury forces the employee to miss work up to three (3) days, the district shall pay for such days but shall not charge the days to sick leave.

Worker's compensation leave is considered paid leave, so that any rights and benefits shall continue while the employee is healing.

10. Civic Duty Leave:

Employees elected to public office shall be granted a leave of absence without pay for the period of time they serve in office.

11. Voting Leave:

Employees shall be granted the necessary time to vote as provided under the Iowa Code.

12. Military Leave:

A leave of absence and pay for such leave shall be granted for any period of active state or federal military service as provided by the Iowa Code.

On completion of such military service, the employee shall be entitled to resume the position formerly held without loss of salary or benefits that would have been received had such leave not been taken. Any employee whose military leave exceeds a continuous period of six months shall make application for reinstatement to the superintendent or his/her designee and return to employment within ninety (90) days after termination of such military service.

13. Family Medical Leave:

Employees covered under this contract shall be covered under the federal Family Medical Leave Act (FMLA). This act provides for certain guaranteed leaves and benefits during and after said leaves. Leaves granted for similar purposes under other provisions of the contract shall run concurrently with, but not be in addition to, those provided by FMLA. Employees may inquire about FMLA at the district office of Human Resources.

14. Parental:

All school employees shall be eligible for parental leave, not to exceed the duration of the school year, in which it is taken, without pay except where sick leave is applicable subject to the following conditions:

- A. Notification: The employee shall notify the superintendent or designee in writing as soon as the employee foresees any necessity to alter employment commitments as a result of parental leave and indicating the anticipated length of such leave. If differences of opinion exist regarding ability to perform duties, such shall be resolved by a written statement from the employee's attending physician. The district shall be entitled to extend said leave to the beginning of the following school year.
- B. Return rights: The employee shall return to previously held position upon submission of a statement from the attending physician certifying physical and mental fitness to resume such duties. Upon returning to work, the employee shall assume all previous rights and privileges.
- C. Benefits: All benefits, including insurance, shall be paid by the employee beginning with the effective date of leave for so long as the leave is extended, except as provided under FMLA.
- D. Pay: Employees on such leave retain their seniority for purposes of pay.
- E. Sick leave use: Sick leave may be used by the employee only in the amount of accumulated sick leave and not beyond such time that a physician designated by the board, if the board desires a second opinion, certifies the employee physically or mentally disabled.
- F. Other leave in conjunction with FMLA may apply and it may or may not be paid leave, based upon what accumulated paid leave the employee has available to them. Such unpaid but approved leave is approved after all other paid leave has been exhausted.
- G. Adoption: In cases of adoption of a child, these policies shall apply where applicable.

15. Family Illness:

A leave of absence without pay for up to one (1) year may be granted for the purpose of caring for a sick or injured member of the employee's immediate family. Additional leave may be granted at the discretion of the board.

16. Educational Improvement:

A leave of absence without pay for up to one (1) year may be granted to an employee, upon application, for the purpose of engaging in study at an accredited college, university or trade school related to their responsibilities.

17. Other leaves:

Other leaves of absence without pay, not to exceed 180 calendar days, may be granted by writing and requesting such approval from the superintendent or his/her designee.

## ARTICLE XIII - VOLUNTARY PAYROLL DEDUCITONS

### Section 1. Annuities

Employees may purchase an annuity from any company of their choice. Each employee shall be limited to two annuity companies. The proper forms may be filed anytime up to ten (10) days prior to the October 1st and April 1st pay dates. Each employee is limited to one change (start, stop, increase or decrease amount) per calendar year as per Internal Revenue regulations. Maximum contribution to all annuity companies may not exceed IRS regulations, usually 20% of the employee's gross salary.

### Section 2. United Way

Start, stop, or make changes on appropriate United Way deduction cards. Equal monthly deduction beginning in January and terminated either six months (June) or twelve months (December) later.

### Section 3. Medical Insurance

Deduction for dependent insurance on the 1st and 15th payday provides coverage for the current month. Starting or stopping coverage shall be done prior to the first day of the month in which you desire coverage. Increasing or decreasing the number of dependents covered under the dependent medical insurance may be done at any time.

Employees desiring dependent insurance other than at the time of initial enrollment must submit "late enrollee" application to the insurance carrier. Upon receiving approval from the insurance carrier, the dependents shall be provided coverage commencing the first day of the following month. Dependent coverage must be in effect for coverage on newborn children after 30 days.

### Section 4. Optional Life Insurance

Employees may purchase optional life insurance in an amount up to 3 times their wages at their own expense in accordance with the provisions of the applicable policy.

### Section 5. Retiree Medical Insurance

Employees qualifying for medical insurance may be able to remain on the District sponsored health policy at the time of retirement. Retired employees are responsible for payment of the required premium. Contact the business office for details.

### Section 6. Other

Employees will be informed of other plans or programs jointly approved by the classified groups and the Board.

### Section 7. Credit Union

Credit union contributions will be withheld with proper authorization from the credit union. Employees may change their credit union contributions a maximum of two (2) times per year; September 1st to 15th and May 1st to 15th.

### Section 8. P.E.O.P.L.E.

The employer agrees to deduct from the wages of any employee who is a member of the UNION a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of the employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

### Section 9. IRS Section 125- Flexible Spending Plan

Employees shall be eligible to participate in an IRS Section 125 Flexible Spending Plan, with terms and conditions as explained in Appendix A, uniform language employee Insurance Benefit Plan .



#### **ARTICLE XIV - NOON ROUTE SUBSTITUTION**

After the noon bus routes have been bid prior to school each year, and after any rebid during the course of the school year, the District shall notify regular drivers who did not bid successfully on a route containing a noon run of the opportunity to sign up for noon run substitution. If the routes are not rebid at the beginning of the school year, the employer shall notify regular drivers prior to the start of the school year of their opportunity to sign up for noon route substitution. At no time, however, shall the list contain the name of a regular driver who currently has a route which contains a regular noon route.

Whenever a regular route bus driver who is regularly scheduled to drive a noon route has a period of absence, the transportation supervisor shall offer the noon route, on a rotating basis, to those who appear on the sign up list, beginning with the most senior regular driver first who has qualified to drive the route. Application of this section will result in a driver being assigned a noon route for the entire continuous period of absence of the driver who normally drives the noon route. In the event no regular driver accepts the noon route, substitutes may be asked. In the event of an emergency, short notice absence, substitutes may be asked without using the list. The rate of pay for noon route substitution shall be the regular hourly rate of pay of the driver assuming the noon route.

## ARTICLE XV - GENERAL PROVISIONS

### Section 1. Union Bulletin Boards

The Employer agrees to maintain one bulletin board in a convenient place in the bus maintenance facility to be used by AFSCME for intra-union business.

AFSCME shall not post notices and bulletins to such bulletin boards until after receiving approval from the Superintendent, except for list of members, meeting notices, and notices to employees which are not political in nature, detrimental to the Employer, or inflammatory in nature, which may be posted without prior approval.

### Section 2. Activity Passes

Each employee at her/his option shall receive an activity pass good to all general admission events, sponsored by the Muscatine Community School District. This pass will admit the employee and companion.

If the District requires the employee's services during such an event, due to unforeseen circumstances, the employee will provide assistance required when in attendance.

### Section 3. New Employee Orientation

The local union shall be authorized to make presentations to employees during scheduled inservices.

### Section 4. Safety

The district shall have the right to establish these safety standards for the period 7-1-05 through 6-30-07. The district and the bargaining unit shall review the results of such safety standards as to impact on reduced work place injuries, reduced worker's compensation rates and reduced loss of work days and determine during negotiations if the standards shall be extended, allowed to expire or be modified in whole or in part.

The district shall have legitimate objective criteria for requesting "ability to perform" examinations as noted in "C" below and shall not simply require them of everyone. An objective example of an accident, an injury, or an illness requiring an ability to perform examination would be one requiring surgery and/or loss of more than ten (10) days of work, or a doctor's statement restricting an employee's ability to perform essential functions of their jobs.

- A. Each unit shall decide on at least one member to be part of a district task force on safety and participate in a review of these provisions.

- B. Each employee shall annually evaluate his/her physical ability to perform the required duties and responsibilities. Retirement and/or alternative employment is encouraged under circumstances where individual's physical and/or emotional factors limit an employee's effectiveness.
- C. Each employee who is involved with an accident, an injury, or illness, as noted above, whether on the job or while off-duty may be asked to participate in an evaluation by a physician as to his/her physical and/or emotional ability to perform the essential functions of their jobs. Such fitness to perform examinations shall be specific to actual job requirements and essential functions of the job the employee holds and if required shall be paid in full by the district. Failure to meet the standardized medically valid criteria of the specific job the employee holds shall be valid grounds not to return the employee to their position. However, the Americans with Disability Act (ADA) requirements for reasonable accommodations shall remain in force. Work hardening regimes, conditioning, or other forms of therapy may be required as a prerequisite to the employee returning to work. Whenever possible the district shall develop work duties suitable to the employee's capacity to perform and the employee shall return to such alternative duties as soon as practical after the accident, injury or illness.

#### Section 5. Communications

The local president, Union Stewards and Chapter Chairperson may transmit communication authorized by the local Union to the Superintendent or his designee during normal working hours without loss of pay.

#### Section 6. Job Descriptions

The unit and the district shall review job requirements analysis periodically, but not less than every two years. If performance evaluations are based in part on duty rosters or job expectations then they shall be reviewed and updated not less than every two years.

#### Section 7. Agreement Preparation

At the conclusion of negotiations, when both sides have ratified the agreement, administration shall be responsible for preparing an updated agreement within 15 working days. The employee unit shall have 15 working days from receipt of the administrative draft to review, edit and correct the administrative effort. The district shall have 15 working days from receipt of the employee's corrections to make such actual corrections and run copies. A copy of the agreement shall be presented to all employees now employed and hereafter employed by the Board. Only language that has been modified in negotiations is subject to review. All other language is to remain as is.

#### Section 8 Noon Route Substitute Rotation List

The District agrees to install a white board in the transportation center driver room which will be kept updated daily with noon route substitute rotation.

## ARTICLE XVI - EVALUATION

### Section 1. Evaluation Form

Employees shall be evaluated at least once each year. New employees shall be given their evaluation within the first fifty school days of employment while all other employees shall be given their evaluation on or before April 15th of each year.

Performance evaluation will be conducted using the form attached and incorporated as a part of the Appendix B of this contract. Employees are entitled to a fair performance evaluation. Performance evaluations are subject to the grievance procedure as set forth in this contract.

### Section 2. Evaluation Process

- A. Evaluations shall reflect performance of the current year only. However, current performance may refer to performance contained in prior evaluations of that school year.
- B. Upon completion of the evaluation the completed form will be given to the employee and the supervisor will retain a copy.
- C. The driver shall have three working days to schedule and meet with the supervisor regarding the evaluation. This period may be extended by mutual agreement.
- D. The driver shall sign off the original evaluation form indicating they have read the evaluation and return it to the supervisor.
- E. The employee may respond in writing within three working days and note anything that they feel contributes to their evaluation. The evaluation and the employee response is filed in the employee's permanent personnel file.
- F. The District shall require that any and all second or third party information be documented. Further, that before adverse action(s) are taken against an employee on the basis of such information that such testimony or reports will be verified to the extent practicable, on the basis of the seriousness of the allegations.
- G. Contents of performance evaluations shall not be divulged to any other bargaining unit member.
- H. The supervisor shall inform the employee of action(s) the employee may take to resolve any outstanding problem area(s). The supervisor shall put the plan in writing.
- I. The District, upon request of the employee, shall explain each number 2 ranking on the performance evaluation.

## ARTICLE XVII - ACTIVITY TRIPS

### Section 1. Activity Trip Notice

An activity trip notice and assignment summary shall be kept updated and shall be posted in the driver's break room. The summary shall list date, trip description, time out, estimated time in, destination, and assigned driver. Newly received activity trips shall be posted in the drivers break room shortly after receipt.

The transportation department shall also place notice of activity trips assigned to drivers into each driver's individual transportation department mail box. Drivers shall not be responsible for activity trips not placed into their mailbox. Drivers shall sign, date and clearly state that they have received notification of the assigned trip and shall then return the notice within 3 working days of receipt. In the event a driver can not take the assigned activity trip, they shall turn it in to the transportation department no later than 72 hours prior to the departure time, absent emergency situations. If the driver fails to follow these procedures the penalty shall be that they are excluded from one rotation of those on the activity route listing.

### Section 2. Activity Trip Offering

Activity trips shall be offered at least 14 days before the trip is to be taken; unless the Transportation Department does not receive notice at least 14 days in advance.

### Section 3. Late Notice

In the event the transportation department receives a new or returned trip within two school days of the time the trip is to be taken, no particular order need be followed to fill the trip.

If multiple drivers are scheduled for a trip and it ends up being overstaffed, the senior most driver(s) get the trip. Drivers who did not get to drive the trip due to the overstaffing shall be paid for one hour at the activity rate, and they shall be placed at the top of the activity trip rotation list.

### Section 4. Activity Trip Assignment Process

- A. The first time through the activity trip sign up list each year, trips shall be offered by seniority to available drivers provided the Transportation Department has more than 3 school days notice of the trip.
- B. The second time through the activity trip sign up list and each time thereafter, trips received by the Transportation Department with more than 3 school days notice shall be offered to the available driver whose last trip occurred furthest in time from the date the trip is being assigned.
- C. Regular drivers will be given priority on activity trips occurring during summer months when school is not in session and on weekends, as well.

- D. As an exception to the above, year round regularly scheduled activity trips (i.e., a trip to the same location which occurs in a regular weekly pattern throughout the school year) shall be bid by seniority, in a block, by all regular drivers who do not have a noon route. Said bid shall take place a minimum of three days in advance of the commencement of the first trip each year. Regularly scheduled activity trips will not be covered by sick leave (i.e., you miss it because your sick, you don't get paid for missed time).

Section 5. Cancellation of an Activity Trip

Cancellation of an assigned activity trip will result in one hour of activity rate pay.

**ARTICLE XVIII - SAVING CLAUSE**

In the event any article, section, or portion of this agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific article, section or portion thereof specifically specified in the Court's decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated article, section, or portion thereof.

ARTICLE XIX - DURATION

This agreement shall be in effect from July 1, 2005 through June 30, 2007.

In witness thereof, the parties hereto have set their hands this 30<sup>th</sup> day of March,  
2005.

FOR THE UNIT

F. Attomp  
Kenny Freewald  
Karlus Law  
Linda Kepping  
Jeff Gichman  
Rora Small

FOR THE DISTRICT

Robert Sudebert  
Louise Lloyd  
Thomas R. Williams  
[Signature]

APPENDIX A  
**Employee Insurance Benefit Plan**

The Board agrees to provide to eligible employees as elsewhere defined in this agreement, as well as all those with grandfather rights to benefits, the following coverages and benefits.

On July 1, 2003 the district and units mutually agreed to modify coverages and plans. The district contributes the cost of the single premium of Plan "A-PPO" per year, less one dollar. The employee contribution of \$1.00 per year is being done solely to meet the State of Iowa Insurance Commission rules so that our employees may legally "opt-out" of insurance programs. The district and units modified coverages again on July 1, 2004 and then again on July 1, 2005.

The coverages shown below shall be made available to all employees who qualify as per the terms and conditions outlined in the contract. The employee shall have the right to select from such benefits. The benefit plans shall run January to December. Employees shall select prior to their hire date, which benefits they shall take until the end of their first calendar year and have the opportunity to make annual adjustments as provided by IRS regulations.

The district's contribution shall be the cost of the single premium per month for plan "A-PPO" less one dollar. The employee's contribution shall be \$1.00 per year for the "A-PPO" plan; other options are available to each employee and they may so choose such options with the district's contribution. Additionally, employees may elect to add pre-tax funds or post-tax funds, and those eligible to receive the health insurance deductible differential shall have \$12.50 monthly added to their total. [See next paragraph.] They may select from such benefits as may be made available to them or they may waive out of said benefits by providing the District with evidence of insurance from some other source. The employee, if qualified, may waive out of any or all benefits and receive up to \$220 per month less taxes and any other deductions as may be required in the form of earned wages or a 403(b). Effective 7-1-03 this amount shall be paid in such a way as to only cost the district \$220 per month. The District reserves the right to change carriers, provided coverage levels in effect 7-1-05 do not change. Insurance plan documents, not the brief synopsis contained herein, shall be determination of actual coverage levels.

On July 1, 1995 the employees and district modified coverages and the district agreed to issue a stipend to the food workers and three AFSCME units. The \$150 annual stipend is paid out at an equal amount per paycheck, e.g. \$6.25 per paycheck if 24 pays or \$12.50 per paycheck if 12 pays. The funds may be used to fund deductible exposure, or any reason the employee personally feels appropriate. These funds shall not be costed against the units in any future negotiations.



## Health Insurance:

These are the plans available effective 7-1-05. All plans specified below include PCS managed care, a five million dollar lifetime maximum effective 7-1-04 and require pre-authorization. There is a lifetime cap on infertility of \$25,000 and there is no longer a deductible and coinsurance carryover in the fourth quarter. Alcohol, drug, mental and nerve disorders are the same as other coverages. For each plan, refer to actual plan booklet for coverage levels. On all plans, providers shall not be restricted but with the PPO plans the co-insurance is 90/10 in network and out of network is 80/20. The PPO plans all have a prescription drug card with \$10/20 co-pay without a maximum.

Employees may “buy-up” or “buy-down” amongst these choices so long as at least ten persons sign-up for the plan. Employee and family must be enrolled in the same plan. The Iowa School Employees Benefit Association (ISEBA) with Farm Bureau-Wellmark Blue Cross/Blue Shield Insurance as the plan administrator provides all plans. The employee may select from the 4 plans shown below. All plans have three-tier pricing: single, single plus one or family.

- |          |   |
|----------|---|
| A as PPO | All charges within PPO network are paid at 90/10. Enrollee pays \$10 co-pay within the network. Enrollee pays \$20 co-pay plus coinsurance outside the PPO network. The deductibles equal \$100 single and \$200 family. Maximum out of pocket equals \$500 single and \$1,000 family. [The Muscatine Education Association, Certified Administrators, Classified Professionals, Custodial- Maintenance & Mechanics, Secretarial, Clerical, Aide & Paraeducators, Food Workers and School Bus Drivers receive this as the standard plan.] |
| B as PPO | All charges within PPO network are paid at 90/10. Enrollee pays \$10 co-pay within the network. Enrollee pays \$20 co-pay plus coinsurance outside the PPO network. The deductibles equal \$250 single and \$500 family. Maximum out of pocket equals \$1,000 single and \$2,000 family.  |
| C as PPO | All charges within PPO network are paid at 90/10. Enrollee pays \$10 co-pay within the network. Enrollee pays \$20 co-pay plus coinsurance outside the PPO network. The deductibles equal \$500 single and \$1,000 family. Maximum out of pocket equals \$1,000 single and \$2,000 family.  |
| HSA      | All services are subject to deductible. There is no 4 <sup>th</sup> quarter carry-over, prescription drugs are covered under health at the in network level. Deductibles are \$1,000 single and \$2,000 family with maximum out of pocket of \$ 2,000 single and \$4,000 family. Co-insurance of all services applies to the out-of pocket maximum. There is a lifetime maximum of \$500,000. See other details in plan booklet.  |

Current employees currently working 20 + hours per week who are beyond their probationary employment but do not qualify for employer paid health insurance may enroll if they enroll within thirty (30) days of becoming eligible. Employees working less than 20 hours per week who are beyond their probationary employment and who then get added hours that bring them over 20 hours per week may enroll if they do so within thirty (30) days of becoming eligible. District employees hired for twenty (20) hours or more, not qualifying for district paid insurance may enroll if they do so within their first thirty (30) days of employment. Any regularly scheduled hours that are worked within any MCSD position shall count for purposes of the above.

District employees, who at some point qualify for district paid insurance and at some later date do not, may utilize COBRA provisions or these provisions to remain in the district's plan, if they remain in the plan and do not drop coverages at the point of their change in status.

The employees eligible to enroll or continue coverages are responsible for payment of the required premium. A medical statement and/or other restrictions may apply. Contact the human resource office or the district's carrier for further details.

District employees are notified for their eligibility for benefits in their hire sheets. It is the responsibility of the employee to make application for such benefits.

Cost of IRS-125 Flexible Spending Plan Administration:

The district shall pay the administrative fee for the IRS-125 Flexible Spending Plan. Should the employee choose to not participate in the medical or day care reimbursement program they waive this amount.

Dental Insurance:

There shall be a plan that includes basic dental care of up to \$1,000 per single and per family member per year. There shall be a \$25 deductible per family member per year. There shall be a cost sharing of 50/50 on orthodontics. This shall be the standard plan for those eligible for dental insurance.

Life Insurance:

Life insurance shall be made available in units of \$5,000, \$10,000, \$15,000, \$20,000, \$40,000, \$50,000, \$100,000 and \$300,000. The policies shall include a double amount for accidental death.

Child care reimbursement:

As part of the District's IRS-125 Flexible Spending Plan the employee may select to use a portion of the District paid benefits towards child care.

Medical reimbursement:

As part of the District's IRS-125 Flexible Spending Plan the employee may select to use a portion of the District paid benefits towards medical reimbursements for items not covered through the other insurance programs.

403 (b) retirement program(s):

As part of the District's benefit plan the employee may select to use a portion of the District paid benefits towards an approved 403 (b) program.

Voluntary withholding:

As part of the District's benefit plan the employee may select to use their own monies towards any or all of the insurance programs and or retirement programs.

Credit Union Membership:

As part of the District's benefit plan the employee may select to use their own monies towards any or all of the services provided through Alcoa Credit Union. Employees may make changes submitted up to two times per year, September 1st through September 15th and May 1st through May 15th.

Modifications and limits to selection:

The IRS-125 Flexible Spending Plan and insurance providers may have limits beyond the control of the District to control entry and exit from programs. The School District shall have the right to apply reasonable restrictions to the number of voluntary withholdings and frequency of changes.

APPENDIX B Union Membership Card

**AFSCME/Iowa Council 61, AFL-CIO**  
**NON-TRANSFERABLE**

Name of new member you signed up: \_\_\_\_\_

Your name \_\_\_\_\_

Your Social Security # \_\_\_\_\_

Date \_\_\_\_\_

By signing up a new member, you are automatically enrolled in the AFSCME Council 61 Incentive Program and will receive \$10.00. Thank you for helping to build our union.

If you would like to donate your \$10 to P.E.O.P.L.E., check this box ☐

- All earnings from this Incentive Program must be declared as income to the IRS. AFSCME Council 61 will pay no taxes on this amount for the individual.

65476

**AFSCME/IOWA COUNCIL 61, AFL-CIO**  
**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**  
**AUTHORIZATION FOR PAYROLL DEDUCTION FOR UNION DUES**

By \_\_\_\_\_  
PLEASE PRINT LAST NAME FIRST NAME MIDDLE NAME

Employer \_\_\_\_\_  
STATE THE NAME OF YOUR EMPLOYER AND YOUR DEPARTMENT

I hereby request and authorize you to deduct from my earnings an amount sufficient to provide for the regular payment of the current rate of monthly union membership dues established by the AFSCME Local Union.

The amount shall be certified by AFSCME Council 61 Local Union No. \_\_\_\_\_ and any change in such amount shall be certified.

I, the undersigned, hereby designate AFSCME/Iowa Council 61 as my duly chosen and authorized representative on matters relating to my employment in order to promote and protect my economic welfare.

\_\_\_\_\_  
EMPLOYEE'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SOCIAL SECURITY NUMBER

\_\_\_\_\_  
PLEASE PRINT STREET ADDRESS

\_\_\_\_\_  
JOB CLASSIFICATION

\_\_\_\_\_  
CITY STATE ZIP

65476

**YOU HAVE A RIGHT TO UNION REPRESENTATION**

The United States Supreme Court and the Iowa Supreme Court ruled that you have a right to Union representation during any investigatory or disciplinary meeting where you have reason to believe a disciplinary action may occur to you because of information you are providing. The following has been provided to assist you as a guideline to determine whether or not you need Union representation when participating in any meeting with Management. You should ask the Management representative at the beginning of the meeting the following question: Is it possible that I will be disciplined for the information that I am about to give you? If the answer to that question is YES, it is recommended to you that you immediately seek Union representation. If the answer to the question is NO, it is strongly advised that you have Management put this assurance in writing and a copy given to you before you continue the interview with the Management representative(s).

Detach and retain this  
Temporary Membership Card.  
Your permanent card will be  
mailed to you.

**Congratulations!**

You have just joined with over 1.3  
million members who make up  
the family of AFSCME.



**"There's Strength In  
Members"**

## MUSCATINE COMMUNITY SCHOOL DISTRICT

## Bus Drivers Group

Adopted March 30, 1992

Evaluation of skills and behavior of school bus drivers

Ranking and explanation of ranking system:

The supervisor shall place either a 1 or a 2 in the place provided that best describes the type of behavior or skill-level witnessed by the supervisor in day-to-day operations.

1. Regularly performs satisfactorily
2. Does not regularly perform satisfactorily

1. Attendance
  - A. The driver reports absences in time to get substitutes. \_\_\_\_\_
  - B. Reports for work on time on a regular basis. \_\_\_\_\_
2. Takes care of equipment: (given time and constraints)
  - A. Performs daily interior bus clean-up \_\_\_\_\_
  - B. Performs exterior bus washings in the prescribed manner \_\_\_\_\_
  - C. Performs daily inspections of interior/exterior lights \_\_\_\_\_
  - D. Reports student damage to busses daily \_\_\_\_\_
  - E. Requests the mechanics assistance appropriately \_\_\_\_\_
3. Timely performance of duties:
  - A. Operates on schedule \_\_\_\_\_
  - B. Does not modify route until approved by supervisor \_\_\_\_\_
  - C. Adopts route changes as directed \_\_\_\_\_
4. Responsiveness to needs:
  - A. Is willing to help coworkers \_\_\_\_\_
  - B. Can work as a team member \_\_\_\_\_
  - C. Accepts constructive criticism and correction \_\_\_\_\_
  - D. Can work with a variety of people who differ in lifestyles and work habits \_\_\_\_\_
5. Working relationships with:
  - A. Ability to take direction from supervisor \_\_\_\_\_
  - B. Works positively with students \_\_\_\_\_
  - C. Follows procedures with principals and administrators \_\_\_\_\_
  - D. Follows procedures in working with parents and guardians \_\_\_\_\_
6. Personal hygiene and appropriate attire:
  - A. Exercises good personal hygiene \_\_\_\_\_
  - B. Wears clean clothing, appropriate for work conditions \_\_\_\_\_
7. Reporting and paperwork skills:
  - A. Maintains an accurate route sheet and map \_\_\_\_\_
  - B. Maintains pre-inspection daily logbook \_\_\_\_\_
  - C. Completes other assigned reports in an accurate manner \_\_\_\_\_
8. Student discipline skills:
  - A. Has attended training on student discipline \_\_\_\_\_
  - B. Follows prescribed disciplinary rules and procedures in a consistent manner \_\_\_\_\_

## Periodic on-board evaluation of drivers

Evaluation of skills and behavior of school bus drivers

Rank (1-2)

The supervisor shall place either a 1 or a 2 in the space provided that best describes the type of behavior or skill-level witnessed by the supervisor in on-board observations.

1. Regularly performs satisfactorily
2. Does not regularly perform satisfactorily

9. Bus driving skills:

- A. Can back-up in the prescribed manner
- B. Can turn in the prescribed manner
- C. Drives at speeds appropriate to conditions and laws
- D. Can stop safely within prescribed limits
- E. Operates vehicles according to safety standards
- F. Driver is in control of the students on the bus
- G. Drives vehicles with apparent concern for rider's safety.

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Driver's comments and response to evaluation:

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Signature of evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of employee: \_\_\_\_\_ Date: \_\_\_\_\_

Reviewed by Director of Human Resources and filed on this date: \_\_\_\_\_

The above signature confirms that the employee has knowledge of this appraisal but does not necessarily imply agreement.

## APPENDIX D

Side Letter  
to  
School Bus Drivers Agreement  
Dated Spring 2003  
Wage Rate Inserted Spring 2005

To: Members of the School Bus Drivers Unit  
FROM: Dr. Bob Sunderbruch, Human Resource Director  
SUBJECT: Job Preference

This is to notify and inform our school bus drivers that school bus aide and special education bus aide positions that will be posted in the future will allow for a preference to be given to our school bus drivers with a seniority date as a regular or special education driver.

After completion of the bidding procedure outlined in the Secretarial, Clerical, Aide and Paraeducator [SCAP] unit of Muscatine Community School District should no qualified SCAP unit member with a seniority date be available; members of our school bus drivers unit can bid on these jobs and they shall be awarded on the basis of their school bus drivers seniority before they are offered to the public.

Our school bus drivers should be aware that these are SCAP positions and as such an applicant must take and pass a standardized academic examination and score at or above a 12<sup>th</sup> grade composite score. Currently we have a rate of about 80% plus who score at this level when they take the examination. Further, school bus aides who serve as special education bus aides may be required to take a course on student behavior management. These positions do not require that a person complete their Paraeducator certification program, but if they do so and secure a position within the SCAP unit they do get an added incentive pay rate above the regular wage schedule.

Benefit qualification rules are spelled out in Article XI section 7 of the driver's agreement. Generally speaking a driver can qualify for the driver's benefit package by combining times from their routes and the noon bus aide bus routes. Benefit costs are charged to the unit in which the employee has the most hours.

Bus drivers serving as substitute bus aides or special education bus aides will be paid at the activity trip rate of pay.

Cc Dr. Tom Williams, Superintendent of Muscatine Schools  
Ty Cutkomp, AFSCME LOCAL 1560  
Earlene Ledford, Chapter Chair SCAP  
Bev Gerdts, LOCAL 1560 President